

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

JOHN DUGAN, *et al.*,
Plaintiffs,

v.

LLOYDS TSB BANK, PLC,
Defendant.

No. C 12-02549 WHA

**FURTHER QUESTIONS
FOR ORAL ARGUMENT**

9. Was (or is) there a waiver letter signed by Kilroy with respect to Steptoe's representation of plaintiffs herein? Bring any such letter to the hearing.

10. Was (or is) there a waiver letter signed by any plaintiffs herein with respect to Steptoe's representation of Kilroy? Bring any such letter to the hearing.

11. To what extent are there discovery materials under use restrictions via a protective order in *Kilroy* that would bar Steptoe from being able to use the materials in this action?

12. Will plaintiffs' counsel in any way rely on oral representations or oral assurances or oral statements made by defendant's agents or employees with respect to the scope or meaning of any clause at issue? Bring evidence of such reliance to the hearing.

13. In light of the Ninth Affirmative Defense, how can plaintiffs argue that the defense of unclean hands was not pled?

14. If an IMS borrower lived in the subject property or exceeded the LTV, why would that circumstance permit the bank to charge more interest than allowed by the loan (assuming there was a limit), or to exceed the principal cap (assuming it was exceeded)?

1 15. What is the statute of limitations for the Hong Kong contract claim?


2 16. If a class were certified, it would be important to send a class notice by first-class
3 mail to each class member. Do we have a current name and mailing address for each such
4 person?

5 17. Which issues will be tried to a jury versus the bench?

6 18. What is the basis for this California court to assert personal jurisdiction over
7 borrowers residing outside California so as to bind them to any judgment?

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10 **IT IS SO ORDERED.**

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12 Dated: April 10, 2013.



WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE